

STATE OF ALABAMA     )  
                             :  
COUNTY OF SHELBY    )

SEND TAX NOTICE TO:  
Greystone Golf, LLC  
4100 Greystone Drive  
Birmingham, Alabama 35242  
Attention: Annie Wyatt

**STATUTORY WARRANTY DEED**

5060

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered as of the 8<sup>th</sup> day of September, 2003 by BARBARA M. TICKLE, a married woman, joined by her husband, T. CHARLES TICKLE (collectively, "Grantor"), in favor of GREYSTONE GOLF, LLC, an Alabama limited liability company ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes due and payable October 1, 2003, and all subsequent years thereafter.
2. Library district assessments for the current year and all subsequent years thereafter.
3. Mining and mineral rights not owned by Grantor.
4. All applicable zoning ordinances.
5. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.
6. The easements reserved by Grantor over, across, through, under and upon the Property as hereafter set forth.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever; subject, however, to the Permitted Exceptions.

The conveyance of the Property by Grantor to Grantee is made subject to and upon the express reservation by Grantor, for themselves and their respective heirs, executors, personal representatives, successors and assigns, of permanent, perpetual and non-exclusive easements over, across, through, under and upon all portions of the Property for the following purposes:

(a) Providing both vehicular and pedestrian ingress to and egress from that certain real property owned by Grantor situated directly adjacent to the Property (the "Grantor's Adjacent Property"), which easement shall include, without limitation, the right to (i) clear, grade excavate and fill any part of the Property to the extent reasonable necessary to provide vehicular and pedestrian access to and from the Grantor's Adjacent Property and (ii) construct, install, operate, maintain, use, repair and replace roadways on any portion of the Property from time to time; provided, however, that Grantor agrees that no clearing, grading, excavation or fill work shall be undertaken and no above-ground improvements shall be constructed on any portion of the Property without the prior written consent of the then owner of the Property, which consent shall not be unreasonably withheld or delayed; and

(b) Constructing, installing, operating, maintaining, using, repairing and replacing from time to time underground utility lines, pipes, wiring, conduit, equipment and other apparatus for electrical, gas, telephone, water, sanitary sewer, cable television, storm sewer and other utilities to serve any portion of the Grantor's Adjacent Property.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

  
BARBARA M. TICKLE

  
T. CHARLES TICKLE

STATE OF ALABAMA                    )  
  :  
COUNTY OF JEFFERSON            )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Barbara M. Tickle and her husband, T. Charles Tickle, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8<sup>th</sup> day of September, 2003.

Debbie D. Stephens  
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires: April 10, 2006

THIS INSTRUMENT PREPARED BY AND UPON  
RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq,  
Bradley Arant Rose & White, LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203



**EXHIBIT A**

A parcel of land situated in the South half of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Lot 2, Greystone 9<sup>th</sup> Sector, as recorded in Map Book 21, on Page 143, in the Office of the Judge of Probate, Shelby County, Alabama, said point also being on the South right of way line of Greystone Way, as recorded in said Greystone 9<sup>th</sup> Sector; thence run in a Northwesterly direction along the North line of said Lot 2 and also along the South line of said Greystone Way for a distance of 110.53 feet to a point; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northeasterly direction for a distance of 60.00 feet to a point on a curve to the left, having a central angle of 02 degrees, 20 minutes, 08 seconds and a radius of 510.49 feet, said point also being on the North right of way line of said Greystone Way; thence run in a Northwesterly direction along the North line of said Greystone Way for a distance of 20.81 feet to a point on the North right of way line of said Greystone Way; thence turn an angle to the right from the chord of said curve of 114 degrees, 32 minutes, 26 seconds and run in a Northeasterly direction for a distance of 537.97 feet to a point; thence turn an angle to the left of 79 degrees, 39 minutes, 20 seconds and run in a Northwesterly direction for a distance of 55.02 feet to the point of beginning; thence turn an angle to the right of 44 degrees, 04 minutes, 17 seconds and run in a Northerly direction for a distance of 5.33 feet to a point; thence turn an angle to the left of 21 degrees, 54 minutes, 12 seconds and run in a Northwesterly direction for a distance of 35.51 feet to a point; thence turn an angle to the left of 17 degrees, 05 minutes, 52 seconds and run in a Northwesterly direction for a distance of 44.16 feet to a point; thence turn an angle to the left of 07 degrees, 31 minutes, 23 seconds and run in a Northwesterly direction for a distance of 83.35 feet to a point; thence turn an angle to the right of 90 degrees, 15 minutes, 36 seconds and run in a Northeasterly direction for a distance of 5.67 feet to a point; thence turn an angle to the left of 24 degrees, 05 minutes, 41 seconds and run in a Northeasterly direction for a distance of 33.43 feet to a point; thence turn an angle to the left of 59 degrees, 41 minutes, 39 seconds and run in a Northwesterly direction for a distance of 22.67 feet to a point; thence turn an angle to the left of 66 degrees, 09 minutes, 58 seconds and run in a Southwesterly direction for a distance of 34.93 feet to a point; thence turn an angle to the right of 59 degrees, 44 minutes, 36 seconds and run in a Northwesterly direction for distance of 78.78 feet to a point; thence turn an angle to the left of 83 degrees, 02 minutes, 50 seconds and run in a Southwesterly direction for a distance of 20.80 feet to a point; thence turn an angle to the left of 94 degrees, 35 minutes, 48 seconds and run in a Southeasterly direction for a distance of 298.28 feet to the point of beginning; said parcel of land containing 7,012 square feet, more or less.